

**2025 ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS, WAIVER
AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT
CLARK COUNTY LAS VEGAS, STADIUM, LLC DBA LAS VEGAS
AVIATORS –
LAS VEGAS BALLPARK**

WARNING: ICE SKATING AND ICE TUBING ARE DANGEROUS ACTIVITIES WHICH INHERENTLY HAVE A RISK OF SERIOUS INJURY OR DEATH. THIS IS A RELEASE OF LIABILITY WHICH AFFECTS YOUR LEGAL RIGHTS, AND YOU SHOULD CAREFULLY READ AND FULLY UNDERSTAND THIS BEFORE SIGNING. IF YOU ARE UNDER 18, YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THIS WAIVER.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS: I, on behalf of myself and any minor listed below ("**Participant**"), voluntarily choose to participate in ice skating and/or ice tubing ("**Activities**") at Enchant Christmas (the "**Event**") hosted by the Clark County Las Vegas, Stadium, LLC dba Las Vegas Aviators ("**Owner**") at Las Vegas Ballpark in Las Vegas, Nevada (the "**Premises**"). I understand, agree, and acknowledge that the Activities each involve known and unknown risks of injury to me and others, including but are not limited to: death, permanent or temporary paralysis, disability, illness, disease, physical or mental damage, or other injury, as well as damage to my equipment and personal property (all of these harms, including those not listed or unknown, are collectively referred to as "**Harm**" in the rest of this waiver, release of liability and indemnity agreement).

I understand and acknowledge the inherent risks involved in participating and/or engaging in the Activities. I further understand that the Activities may not be supervised and that the Owner may not provide medical services. I further acknowledge that any injury I may sustain while participating in the Activities may be compounded by negligent or delayed medical service or negligent or delayed assistance by Owner or other Released Parties (as defined below).

Some risks that may cause Harm include: slipping; falling; coming into contact with ice, ice boards, or other people, and sharp blades on skates; visible or hidden defects or conditions in the ice, rental equipment/skates/tubes, or property; and intentional or unintentional acts and negligent acts by myself or other people, whether Event attendees or Event workers. I understand and agree that this list of risks is not complete and that other known or unknown risks may also cause Harm to myself, property, or other people.

I voluntarily and freely assume all risks and dangers relating to participation in the Activities, including use of the Premises and any equipment provided by Owner ("**Equipment**"), even if such risks arise, in whole or in part, from the negligence of the Owner or any Released Parties.

I agree and promise, on behalf of myself, my heirs, my personal representatives, and any minor listed below, to accept and assume full responsibility, financial or otherwise, for any injury, death, illness, damage, or other Harm that may occur to me or my property due to my voluntary participation in the Activities.

I understand and agree, on behalf of myself and any minor listed below, that Owner assumes no liability for any loss, damage, injury, or Harm to me, the minor, or my property while using the Premises or Equipment, including but is not limited to ice, ice boards, skates, tubes, and all machinery necessary to create and maintain the Premises.

I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY PARTICIPATION IN ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE OWNER.

WAIVER AND RELEASE OF LIABILITY: I hereby agree, on behalf of myself, my heirs, my personal representatives, and any minor listed below, to fully and forever discharge and release Owner and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("**Released Parties**") from any and all claims I may have or hereinafter have for any Harm, injury, temporary or permanent disability, death, damages, losses, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises and participation in the Activity, whether caused by the negligence of Owner or any of the Released Parties or by any other reason. I acknowledge and agree that this Acknowledgement and Acceptance of Risks, Waiver and Release of Liability, and Indemnity Agreement is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises or participating in the Activity.

COVENANT NOT TO SUE: I agree, for myself and all my heirs, and any minor listed below, not to sue the Released Parties or initiate or assist in the prosecution of any claim

for damages or cause of action against the Released Parties which I, my heirs, or the minor listed below may have as a result of any personal injury, death or property damage I or the minor listed below may sustain while on or using the Premises or while participating in the Activity.

DEFENSE AND INDEMNIFICATION: I hereby agree to defend, indemnify, and hold harmless Owner and the Released Parties from and against any and all losses or liability, claims, actions, suits, judgments, settlements, obligations, costs, damages, and expenses, including reasonable attorneys' fees, arising out of or related to my or the minor's access to or use of the Premises or Equipment, and/or participation in the Activities or use of the Activity areas, including, but not limited to, any losses injury, damages or claims caused by, resulting from, or related to in any way, the negligence or fault of the Released Parties, or any signatory to this agreement wrongfully representing their authority to sign this agreement on behalf of a minor. The scope of this Defense and Indemnification provision includes but is not limited to any actions, claims, or suits brought by or on behalf of a minor named herein, as well as claims brought by third parties. Indemnification herein includes, without limitation, all attorneys' fees, costs, damages, and judgments incurred by Owner or the Released Parties in connection with such claims.

RESPONSIBILITY FOR PERSONAL PROPERTY: I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises or that I use during the Activity, and that Owner will not be responsible for or provide any security for my property and personal belongings.

REPRESENTATIONS BY PARTICIPANT. Participant represents to the Released Parties as follows:

- A. Each Participant shall obey all rules, signs and instructions while participating in the Activities, and alert the crew/staff of any rule(s) violation(s) or dangerous or risky behavior.
- B. Unless otherwise specified and allowed, all adults agree to supervise and watch any minor children at all times while at the Event and participating in the Activities.
- C. Each Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
- D. Each Participant shall only attempt Activities that Participant can safely perform.
- E. Each Participant is not aware of any health problems that would prevent him/her from participating in the Activities.

- F. Each Participant has received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities.
- G. Each Participant acknowledges that Released Parties are providing recreational services, and that no product is being sold, leased or exclusively rented. As such, there is no valid claim for strict products liability that can be asserted in the event of personal injury, property damage or death.
- H. In signing this agreement, I understand that the full execution of this agreement is a prerequisite to using the facilities and participating in the Activities. I represent that I am over the age of 18 years old and have full legal capacity to sign this document on my behalf. The birthdate that I provide herein is true and accurate.
- I. I am aware and agree that this agreement remains valid and in full force throughout the entire Enchant Christmas event cycle (November 21, 2025 - December 28, 2025), and is not limited solely to the date this document was signed.
- J. If, after completing and signing this agreement, any individuals listed below differ from those entering the Premises or engaging in the Activities, I agree to notify the Released Parties immediately. Further, I will ensure that anyone not listed in this agreement signs a separate agreement prior to participation.

MINOR REPRESENTATION: If I am signing this agreement on behalf of a minor (or minors) listed below (individually and collectively, the "**Minor**"), I represent and certify that each Minor is under eighteen (18) years old. I further certify that I am a parent or legal guardian of the Minor and have full legal capacity and authority to sign this agreement on behalf of the Minor. By signing this agreement, I acknowledge that I am agreeing to its terms not only on my own behalf but also on behalf of the Minor, and that the Minor will be bound by this agreement as fully as if they had signed it themselves. I understand and accept all risks and responsibilities described herein for the Minor and myself.

MISCELLANEOUS: This agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws principles, and any legal action arising under this agreement shall be brought exclusively in the state courts located in Clark County, Nevada. No waiver of any term or right shall be effective unless in writing and signed by an authorized representative of Owner. The failure to enforce any provision herein shall not constitute a waiver of future enforcement rights. Any provision of this agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable. If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the

remaining provisions or portions shall remain in full force and effect. This agreement constitutes the entire understanding between the parties and supersedes all prior agreements, and no modification shall be valid unless in writing and signed by an authorized representative of Owner. This agreement shall bind and benefit the parties and their respective successors, assigns, and legal representatives. Electronic signatures shall have the same force and effect as original signatures.

[Signature Page Follows]

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS ON MINE, INCLUDING THE RIGHT TO SUE THE OWNER. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

By: _____

Name: _____

Birthdate: _____

Date: _____

MINOR(S):

Name(s): _____